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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:
In re	: Chapter 11 Case No.
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	: 09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	: (Jointly Administered)
	:
-----X	

**MOTORS LIQUIDATION COMPANY GUC TRUST'S
REPLY TO RESPONSES TO THE 103rd OMNIBUS OBJECTION
TO CLAIMS (WELFARE BENEFITS CLAIMS OF RETIRED
AND FORMER SALARIED AND EXECUTIVE EMPLOYEES)**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”)¹ in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time), files this reply (the “**Reply**”) to the Responses (defined below) interposed to the 103rd Omnibus Objections to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (ECF No. 7105) (the “**Omnibus Objection**”), and respectfully represents:

Preliminary Statement

1. On September 23, 2010, the Debtors filed the Omnibus Objection. The Omnibus Objection seeks the disallowance and expungement of certain compensation and welfare benefits claims of retired and former salaried and executive employees of the Debtors on the basis that such claims (a) are related to unvested welfare benefits that were capable of being modified or terminated by the Debtors at will pursuant to the terms of the operative documents governing such welfare benefits and were modified or terminated in accordance with such operative documents, and (b) to the extent modified, have otherwise been assumed by New GM² pursuant to the terms of the Master Purchase Agreement and, as described in the Omnibus Objection, are not the responsibility of the Debtors or the GUC Trust and, therefore, should be disallowed and expunged from the claims register.

¹ The Debtors are Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”), MLCS, LLC (f/k/a Saturn, LLC), MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation), MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.), Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Omnibus Objection.

2. Responses to the Omnibus Objection were due by October 19, 2010. The responses listed on **Annex “A”** annexed hereto, and described further herein were filed with respect to the Omnibus Objection (collectively, the “**Responses**”) by Floyd Jankowski, Louis J. Alarie, and George W. Conrad (individually, a “**Responding Party**” and collectively, the “**Responding Parties**”) relating to their individual claims (the “**Claims**”).

3. The Responses are generally not substantive, but are critical of the reduction or termination of welfare benefits provided to retired and former salaried and executive employees of the Debtors. After reviewing the Responses, the GUC Trust³ respectfully reiterates the Debtors’ position in the Omnibus Objection, and submits that the Responding Parties have failed to provide any legal or factual support for the Claims. Notwithstanding the Responding Parties’ opposition, the Responses should be dismissed because (i) the Debtors had a right to amend or terminate the employee welfare benefit plans (the “**Welfare Benefits Plans**”) providing medical, dental, vision, and life insurance benefits (the “**Welfare Benefits**”), including those on which the Claims are based, without further liability, and in all relevant instances did so, and (ii) New GM otherwise assumed Welfare Benefits as they existed on the Commencement Date and continues to provide Welfare Benefits as modified prior to their assumption by New GM. Consequently, the Debtors and the GUC Trust have no liability for the Claims. Accordingly, the GUC Trust files this Reply in support of the Omnibus Objection and respectfully requests that the Claims be disallowed and expunged from the claims register.

4. The Debtors and the GUC Trust are, of course, sympathetic to the impact that the financial problems of the Debtors have had on the Responding Parties’ welfare benefits.

³ While the Omnibus Objection was filed by the Debtors, this Reply is being filed by the GUC Trust because, pursuant to the Plan, the GUC Trust now has the exclusive authority to prosecute and resolve objections to Disputed General Unsecured Claims (as defined in the Plan).

However, in view of the Debtors' liquidation and under applicable law, there should be no other outcome.

The Claims Should Be Disallowed and Expunged

5. The Responding Parties have failed to demonstrate the validity of their Claims and, thus, the Claims should be disallowed and expunged. *See, e.g., In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff'd*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010) (claimant has burden to demonstrate validity of claim when objection is asserted refuting claim's essential allegations).

(A) The Claims Should Be Disallowed
As Debtors Had The Right to Amend or Terminate Each Welfare Benefit Plan

6. In their Responses, the Responding Parties have not demonstrated that the Debtors were bound by any legal or contractual requirement to continue to provide them, or other retired and former salaried and executive employees, with the Welfare Benefits on a permanent basis. The Omnibus Objection explains that the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), comprehensively regulates employer-provided welfare benefit plans and that ERISA does not require an employer to provide or to vest welfare benefits. Welfare benefits provided under the terms of a welfare benefit plan may therefore be reduced or forfeited in accordance with the terms of the applicable welfare benefit plan. 29 U.S.C. § 1051(1); *see Moore v. Metro. Life Ins. Co.*, 856 F.2d 488, 491 (2d Cir. 1988); *Sprague v. Gen. Motors Corp.*, 133 F.3d 388, 400 (6th Cir. 1998).

7. In addressing claims similar to the Responding Parties' Claims, the Sixth Circuit has noted that welfare plans such as the Welfare Benefit Plans are specifically exempted from vesting requirements (to which pension plans are subject) under ERISA, and accordingly, employers "*are generally free under ERISA, for any reason at any time, to adopt, modify or*

terminate welfare plans.” Curtiss-Wright Corp. v. Schoonejongen, 514 U.S. 73, 78 (1995) (emphasis added) (citing *Adams v. Avondale Indus., Inc.*, 905 F.2d 943, 947 (6th Cir. 1990)). As noted in the Omnibus Objection, however, the Sixth Circuit has recognized that once welfare benefits are vested, they are rendered forever unalterable.

8. Thus, the Responding Parties bear the burden of showing that the Debtors intended to vest Welfare Benefits provided by the Welfare Benefits Plans, and did *in fact* vest the Welfare Benefits, such that each Responding Party has a contractual right to the perpetual continuation of their Welfare Benefits at a contractually specified level.

9. In their Responses, the Responding Parties have not provided any evidence that contradicts the Debtors’ common practice of advising participants of the Welfare Benefits Plans of the Debtors’ right to amend or terminate the Welfare Benefits at any time. Moreover, the Responding Parties have not provided any evidence of a separate, affirmative contractual obligation on the part of the Debtors to continue to provide the Welfare Benefits specifically to the Responding Parties. Therefore, the Debtors and the GUC Trust do not have any liability with respect to the reduction in or discontinuation of the Welfare Benefits.

(B) Ongoing Benefits Have Been Assumed by New GM

10. On the Closing Date, New GM completed its purchase of certain assets in accordance with the Master Purchase Agreement. Pursuant to Section 6.17(e) of the Master Purchase Agreement (*Assumption of Certain Parent Employee Benefit Plans and Policies*), New GM assumed the plans specified in a disclosure schedule, and the Welfare Benefit Plans are set forth on that schedule. New GM assumed the obligation to provide the Welfare Benefits to the extent required to be provided under the terms of the applicable Welfare Benefits Plan in effect on the Closing Date, including both responsibility for all claims incurred prior to the Closing Date and all future claims properly payable pursuant to the terms of the applicable Welfare

Benefit Plan in effect when such claims are incurred. Therefore, the Debtors and the GUC Trust do not have any liability with respect to Welfare Benefits that have been assumed by New GM, and the Responding Parties have not provided any credible factual or legal basis to suggest otherwise.

The Responses

(A) Claim No. 10327: Floyd Jankowski (the “Jankowski Claim”)

11. On October 12, 2010, a response (ECF No. 7353) was filed on behalf of Mr. Jankowski, and on October 18, 2010, a further response was provided to Debtors’ counsel on behalf of Mr. Jankowski (together, the “**Jankowski Responses**”), both stating opposition to the relief sought in the Omnibus Objection with respect to the Jankowski Claim. (See Proof of Claim and Jankowski Responses annexed hereto as **Exhibit 1**). In the Jankowski Responses, Mr. Jankowski opposes the disallowance and expungement of the Jankowski Claim on the basis that he had provided nearly thirty years of service to his former employer, General Motors Corporation (“**GM**”). Mr. Jankowski further opposes the disallowance and expungement of the Jankowski Claim on the basis that he had agreed in 1992 to a settlement of a workers’ compensation claim for the lump sum amount of \$30,000. The Jankowski Responses include a partial transcript of a court hearing reviewing this settlement (the “**Jankowski Settlement**”).

12. The Jankowski Settlement appears to have no relevance to the Jankowski Claim. The Jankowski Settlement relates to a workers compensation claim brought by Mr. Jankowski during his employment with GM. The Jankowski Claim is entirely unrelated, being based on the modification of Mr. Jankowski’s retiree medical, extended care, and life insurance benefits. A successful workers’ compensation claim would not result in a settlement that would have specifically provided Mr. Jankowski with a vested right to Welfare Benefits or to recover

premiums in connection therewith. The Jankowski Settlement therefore provides no support for the Jankowski Claim.

13. The GUC Trust is not aware of any documentation or facts supporting the Jankowski Claim. For the reasons set out above, the Debtors respectfully submit that the Jankowski Responses should be overruled, and the Jankowski Claim should be disallowed and expunged.

(B) Claim No. 19527: Louis J. Alarie (the “Alarie Claim”)

14. On October 12, 2010, a response (ECF No. 7490) was filed on behalf of Louis J. Alarie (the “**Alarie Response**”), stating opposition to the relief sought in the Omnibus Objection with respect to the Alarie Claim. (*See* Proof of Claim and Alarie Response annexed hereto as **Exhibit 2**). In the Alarie Response, Mr. Alarie acknowledges the right of GM as his former employer to amend or terminate his welfare benefits: “I know that the Company, thru [*sic*] its Board can change that policy at any time” (Alarie Response at 1.) Despite this acknowledgment, Mr. Alarie argues that the Board of Directors of GM did not make any changes to his welfare benefit plans, but in fact the U.S. Government directed such changes. Mr. Alarie also offers some alternative restructuring options for the Debtors in his response.

15. The Alarie Response provides no additional support for the Alarie Claim. Further, the GUC Trust is not aware of any documentation or facts supporting the Alarie Claim. For the reasons set out above, the Debtors respectfully submit that the Alarie Response should be overruled, and the Alarie Claim should be disallowed and expunged.

(C) Claim No. 31467: George W. Conrad (the “Conrad Claim”)

16. On October 18, 2010, a response (ECF No. 7561) was filed on behalf of George W. Conrad (the “**Conrad Response**”), requesting further information on the status of the Conrad Claim. (*See* Proof of Claim and Conrad Response annexed hereto as **Exhibit 3**). No

specific arguments opposing the Omnibus Objection were made. On Tuesday, July 12, 2011 at 3:50 p.m., counsel to the GUC Trust contacted Mr. Conrad to advise Mr. Conrad of the status of the Conrad Claim and to determine whether Mr. Conrad would file any further response. Mr. Conrad advised that he would not file any further response to the Omnibus Objection.

17. The Conrad Response provides no support for the Conrad Claim. Further, the GUC Trust is not aware of any documentation or facts supporting the Conrad Claim. For the reasons set out above, the Debtors respectfully submit that the Conrad Response should be overruled, and the Conrad Claim should be disallowed and expunged.

Conclusion

18. Because (i) ERISA recognizes that employers are free to amend or terminate welfare benefits, (ii) no contrary contractual right to vested welfare benefits has been established by the Responding Parties, and (iii) New GM assumed the Welfare Benefits Plans as modified, the Debtors and the GUC Trust have no liability for the Responding Parties' Claims. The GUC Trust reiterates that the Responses have not provided any legal or factual support for the Claims and cannot be afforded prima facie validity under the Bankruptcy Code. Accordingly, the Claims should be disallowed and expunged in their entirety.

WHEREFORE, for the reasons set forth herein and in the Omnibus Objection, the GUC Trust respectfully requests that the Court grant the relief requested in the Omnibus Objection and such other and further relief as is just.

Dated: New York, New York
February 23, 2012

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Attorneys for Motors Liquidation
Company GUC Trust

Annex A

103rd Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)

No.	Proof of Claim No.	Response Docket No.	Name	Total Claimed	Summary
1.	10327	7353	Floyd Jankowski	\$91,122.60 (P)	Mr. Jankowski asserts a claim for welfare benefits based on his years of service. Mr. Jankowski notes in his response that he participated in a workers compensation hearing in 1992, and includes a partial transcript from a workers compensation hearing to support the claim, although this hearing does not appear relevant to his current claim.
2.	19527	7490	Louis J. Alarie	\$36,000.00 (P) \$10,000.00 (U) \$46,000.00 (T)	Mr. Alarie asserts in his response that it was the U.S. Government, and not the board of General Motors Corporation, that determined to modify or terminate his welfare benefits. Mr. Alarie also provides some alternative solutions in his response to the reduction or elimination of his welfare benefits.
3.	31467	7561	George W. Conrad	\$28,000.00 (P) \$28,000.00 (U) \$56,000.00 (T)	Mr. Conrad's response seeks clarification of the status of his claim.

Exhibit 1

02486509

APS0655285538



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One)</p> <p><input type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)</p> <p><input type="checkbox"/> MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)</p>		<p style="text-align: center;">THE GARDEN CITY GROUP, INC.</p> <p style="text-align: center; font-size: 1.2em;">OCT 14 2009</p> <p style="font-size: 0.8em;">If an amount is identified above you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor you do not need to file this proof of claim form EXCEPT AS FOLLOWS If the amount shown is listed as DISPUTED UNLIQUIDATED or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions you need not file again.</p>
<p>Case No</p> <p>09-50026 (REG)</p> <p>09-50027 (REG)</p> <p>09-50028 (REG)</p> <p>09-13558 (REG)</p>		
<p><small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small></p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) <u>FLOYD JANKOWSKI</u></p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number _____</p> <p>(If known)</p> <p>Filed on _____</p>	
<p>Name and address where notices should be sent</p> <p>FLOYD JANKOWSKI 1224 HEAVENRIDGE RD ESSEXVILLE MI 48732-1738</p>	<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case</p>	<p>Telephone number <u>989-893-2036</u></p> <p>Email Address _____</p>
<p>Name and address where payment should be sent (if different from above)</p> <p style="text-align: center;">FILED - 10327 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p>	<p>Telephone number _____</p>	
<p>1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ _____</p> <p>If all or part of your claim is secured, complete item 4 below, however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		<p>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a)</p> <p>If any portion of your claim falls in one of the following categories, check the box and state the amount</p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()</p> <p style="text-align: right;">Amount entitled to priority</p> <p style="text-align: right;">\$ _____</p> <p style="font-size: 0.8em;">*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</p>
<p>2 Basis for Claim <u>PERSONAL INJURY</u></p> <p>(See instruction #2 on reverse side)</p>		<p>6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim</p> <p>7 Documents Attach redacted copies of any documents that support the claim such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment.</p>
<p>3 Last four digits of any number by which creditor identifies debtor <u>5895</u></p> <p>3a Debtor may have scheduled account as _____</p> <p>(See instruction #3a on reverse side)</p>		
<p>4 Secured Claim (See instruction #4 on reverse side)</p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other</p> <p>Describe _____</p> <p>Value of Property \$ _____ Annual Interest Rate % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p>		
<p>Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any.</p> <p>Date <u>10/8/09</u></p> <p><u>FLOYD JANKOWSKI</u> <u>Retired</u></p>		<p>FOR COURT USE ONLY</p>

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances such as bankruptcy cases not filed voluntarily by the debtor there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent The Garden City Group Inc. are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL THE GARDEN CITY GROUP INC. ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286. IF BY HAND OR OVERNIGHT COURIER THE GARDEN CITY GROUP, INC. ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid e-mail address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6. Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title of any of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (RFG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (RFG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (RFG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor should redact and use only the last four digits of any social-security individual's

tax-identification or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

FLOYD JANOWSKI Benefits Cost.

Medicare Premium - $76.20 \times 12 \text{ mo} = 914.40 \times 20 \text{ YRS}$
till Age 85 = $18,288.00$

ECC Premium = 1973 till 2003 = $1471 \times 12 = 176.52 \times 30 \text{ YRS}$
= 5295.60 WIFE passed away 2003 $7.00 \times 77 \text{ mo.} = 539.00$
Total = 5834.60

LIFE INSURANCE = $77,000.00$ Reduced to $34,073.60$ At Age
75 Loss $67,000.00$ went to $10,000.00$.

Total Loss for Claim is = 91122.60

P. Janowski

10-8-09

SALARIED EMPLOYEE RETIREMENT

COMPLETE AT LEAST TWO MONTHS PRIOR TO RETIREMENT DATE

Name FLOYD JANKOWSKI S.S.N. 403625895
Division GMPT-SAG Interview Date 1-29-92
Plant SMS Interviewer G R NYDELL
Credited Service: Retirement Type T+PD
Part A 29 yr. 6 months Last day Worked 2-12-91
Part B 13 yr. 4 months Retirement Date 2-1-92

LETTER OF INTENT

An employee intending to retire must sign a letter of intent describing the type of retirement being applied for and the effective date. Under the current Salaried Retirement Plan (6-90), intent forms are used for early voluntary and normal retirements. Window programs and special incentive separations, if available, have forms specifically designed for that offering.

Required Form(s): ~~Letter of Intent~~ T+PD APPROVED
~~Window Agreement~~
~~Incentive Separation Agreement~~

REVIEW OF RETIREMENT BENEFIT

An employee intending to retire must sign the SRP - 117, which describes and authorizes payment of retirement benefits. In addition, each employee must sign form SRP - 117A, which states the conditions being placed on the payment of benefits. This could include a wage limitation up to age 62. If a wage limitation is imposed, the employee must also sign form SRP - 117A (DA), which authorizes GM to receive FICA taxable wage information from the Social Security Administration to audit for wage limitation compliance.

Required Form(s): SRP - 117 ✓
SRP - 117A ✓
~~SRP - 117A (DA), if wage limitation~~

(RETIRE2, REV. 10-91)

1677 5th
- 151.00 Fed Tax
- 38.00 ST-TAX
- 36.54 OLI
- 9.56 DLI
- 14.19 CMET
EST 1438.33 NE

LIFE INSURANCES

Basic Group Life Insurance:

Continuing paid up life insurance is provided for employees who retire either:

1. Early Voluntary, age 55-60, 85 points
2. Early Voluntary, 30 years credited service
3. Special or Window, over 10 years credited service
4. Normal, age 65
5. Total and Permanent, over 10 years credited service

During active employment, the basic policy equals 24 times monthly base salary. Once retired, the amount will decrease by 2% the first month and a like amount each subsequent month, until the amount equals (1.5% times original basic) times credited service. Total and Permanent retirees begin reduction at age 65. GM pays the full cost of this policy.

Base (3205) X 24 = Current Basic.....\$ 77,040 (A)

Credited Service X 1.5% = Reduction Rate......4425 (B)

Fully reduced Amount (estimate) = A times B..\$ 34,075

Beneficiary Information BEVERLY

Optional Group Life Insurance:

Employees may continue Optional Group Life Insurance during retirement. Premiums are paid by payroll deduction from the pension benefit. At age 66 the last inforce amount will reduce by 10% of the original amount and a like amount each year to age 75. No optional may be continued beyond age 75. Premium rate is based on age and amount inforce. No enrollment or increases are permitted after retirement.

Current Information: Coverage \$ 192,300.00

Rate .19 per 1000 per mo. Monthly Cost \$ 36.54

Future Information: Coverage \$ 192,300.00

Rate .40 per \$1000 per mo. at Age 50 Monthly Cost \$ 76.92

Beneficiary Information BEVERLY

ALSO: BEVERLY is APPLICANT OWNER of OGLI
~~Required Form: Authorization to Deduct from Pension~~

HEALTH CARE COVERAGES:

Basic hospital, surgical, medical, prescription drug, hearing:
Generally, GM will pay the full cost of HSMPPH coverages for retirees with over 10 years of credited service. Exceptions:

1. Deferred Retirements
2. Voluntary Retirements (age 55 - 60) under 85 points, retiree any pay for health coverages

Sponsored dependents may be continued after retirement with deductions from the retirement check. Note : retirees cannot add new dependents after retirement to GM paid health coverages, they may add sponsored dependents at their own expense.

Retirees are eligible to elect health care coverages annually under the ICP for the area they reside in. A small number of HMO plans do require a small premium. Changes in coverage are allowed mid-year for relocation to an area not serviced by the current plan.

Medicare. Enrollment through Social Security is voluntary, although advisable for the retiree. Enrolled retirees are reimbursed through special insurance payment. Surviving spouses must be enrolled in medicare, if eligible, in order to be given corporate paid health coverage.

Dental Coverage.

Under the current salaried program, the retiree and eligible dependents will be eligible for coverage. Annual ICP provides option elections.

Vision Coverage:

Under the current salaried program, the retiree and eligible dependents will be eligible for coverage. While there is no ICP option for vision, some HMO's include vision care.

*** SALARIED HEALTH PROGRAMS ARE SUBJECT TO MODIFICATION BY THE CORPORATION. CHANGES WILL GENERALLY AFFECT THE SALARY GROUP INCLUDING ACTIVE, RETIREES AND SURVIVING SPOUSES.

Comprehensive Medical Expense Plan (CMEP):

Coverage may be continued in retirement. Enrollment at any time requires a six month waiting period. Premiums are deducted from pension benefit. Current rates are:

Retiree (1 party)	- \$ 5.20 per month
Retiree + 1 (2 party)	- \$14.19 per month
Retiree + Family	- \$19.02 per month

Required Form: GHC 902 Health Care enrollment

Current dependents on health care: BEVERLY, MATTHEW

Current Information: Basic Health Care 2190 - PPO
Dental Carrier 01 MET Vision 1 MET CMEP YES -

NOTE - PPO CANNOT BE KEPT w/ MEDICARE.

1 STATE OF MICHIGAN
2 IN THE BUREAU OF WORKERS' DISABILITY COMPENSATION
3
4 FLOYD JANKOWSKI,,
5 Plaintiff,
6 -vs-
7 GENERAL MOTORS,
8
9

10 REDEMPTION
11 BEFORE JOHN R. WHITEHOUSE, MAGISTRATE,
12 Saginaw, Michigan - Thursday, December 17, 1992
13

14 APPEARANCES:

15 For the Plaintiff:

MR. JOHN F. O'GRADY (P25388)
973 Midland Road
Saginaw, MI 48603
(517) 790-6611

16
17 For the Defendant:

MR. BRUCE L. DALRYMPLE (P23126)
Braun, Kendrick & Finkbeiner
812 Second National Bank Building
Saginaw, MI 48607
(517) 753-3451

18
19
20 REPORTED BY:

Angela L. McJames, RPR, CSR-4305
Certified Shorthand Reporter
(517) 793-6672 1-800-878-6672
FAX: (517) 793-4290
21
22
23
24
25

GENERAL REPORTING SERVICE, INC.

1 but if something significant would happen, something
2 unforeseen between now and the end of 15 days, you
3 could alert me or the bureau, we'll come and ask for
4 a hearing and then there would be a hearing to
5 determine if you did have a good and sufficient
6 reason to change your mind, but that's a rare thing
7 that happens. Normally nothing happens and after the
8 15 days your settlement becomes final and then you
9 would receive your check sometime between 15 and 30
10 days after that, do you understand that?

11 A Yes.

12 Q Do you have any questions at all about this, Floyd?

13 A No, I don't.

14 Q Do you believe that this settlement is in your best
15 interest and do you want the judge to approve the
16 settlement?

17 A Yes, I do.

18 Q Do you also understand that while we've primarily
19 talked about your foot, your back and your heart,
20 General Motors will take the position this
21 settlement's for any and everything that happened to
22 you during the course of your employment from the top
23 of your head to the bottom of your feet and is saying
24 that you should not go back and ask for any further
25 workers' compensation benefits, this is the end of

1 ~~your involvement with General Motors and the workers'~~
2 ~~compensation system and you will just continue to~~
3 ~~receive the pension benefits and any other vested~~
4 ~~pension benefits which you're entitled to under your~~
5 contract, do you understand that?

6 A Yes, I do.

7 Q Do you have any questions at all, Floyd? Do you
8 think this is fair and do you want the judge to
9 approve it?

10 A I have no questions, and I feel it's fair.

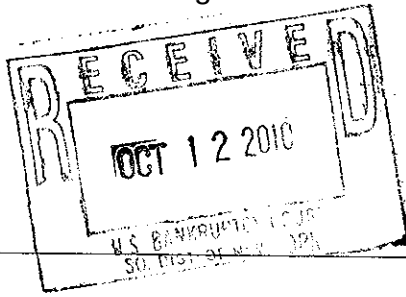
11 MR. O'GRADY: I do also recommend this, Your
12 Honor. As The Court's well aware heart conditions
13 are difficult cases for the plaintiff to prove,
14 particularly when even the chest pain might have
15 started at work there was a period of I think it was
16 six or eight hours between the time of work and the
17 time of admission to the hospital and I just thought
18 we'd have some difficulty in proof.

19 THE COURT: Thank you, Mr. O'Grady.
20 Mr. Dalrymple?

21 EXAMINATION

22 BY MR. DALRYMPLE:

23 Q Mr. Jankowski, do you understand that once this
24 agreement is approved and becomes final after the
25 15-days go by --



10-6-10

To: United States Bankruptcy court.

Subject: Omnibus Objection to Claims.

I, Flayd A Jancowski hereby object to Motions Liquidation to expunge certain Compensation and welfare benefits. I retired 2-1-92 with 28-6 yrs of service. My life insurance was \$77,000.00. reduced to 34,073 at age 75. I was paying 14.19 per month for CMER, till my wife died.

On 12-17-1992 a workers compensation hearing was held And the results state that GM stated I was to receive pension benefits and other pension benefits vested under my Contract. Therefore I ask the court to honor Motions Liquidation Company to honor the Courts settlement, For 91,122.60.

Thank you

Flayd A Jancowski

P-5. Enclosed are copies of retirement and workers Comp settlement.

SALARIED EMPLOYE RETIREMENTCOMPLETE AT LEAST TWO MONTHS PRIOR TO RETIREMENT DATE

Name FLOYD JANOWSKI S.S.N. 5895
 Division GM 5 - SAG Interview Date 1-29-92
 Plant SMS Interviewer G R NYDER
 Credited Service: Retirement Type T+PD
 Part A 29 yr. 6 months Last day Worked 2-12-91
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~~SRP - 117A (DA), if wage limitation~~

(RETIRE2, REV. 10-91)

1677.56
 - 151.00 FED TAX
 - 38.00 ST. TAX
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 - 14.19 CMEP
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Fully reduced Amount (estimate) = A times B..\$ 34,073

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 Dental Carrier 01 MET Vision 1 MET CMEP YES

NOTE - PPO CANNOT BE KEPT w/ MEDICARE.

1 STATE OF MICHIGAN

2 IN THE BUREAU OF WORKERS' DISABILITY COMPENSATION

3 FLOYD JANKOWSKI,

4 Plaintiff,

5 -VS-

6 GENERAL REPORTING SERVICE, INC.

10 REDEMPTION

11 BEFORE JOHN R. WHITEHOUSE, MAGISTRATE,

12 Saginaw, Michigan - Thursday, December 17, 1992

14 APPEARANCES:

15 For the Plaintiff:

MR. JOHN F. O'GRADY (P25388)
973 Midland Road
Saginaw, MI 48603
(517) 790-6611

17 For the Defendant:

18 MR. BRUCE L. DALRYMPLE (P23126)
19 Braun, Kendrick & Finkbeiner
20 312 Second National Bank Building
Saginaw, MI 48607
(517) 753-3461

21 REPORTED BY:

Angela L. McJames, RPR, CSR-4305
Certified Shorthand Reporter
(517) 793-6672 1-800-878-6672
FAX: (517) 793-4290

23
24
25
GENERAL REPORTING SERVICE, INC.

1 your involvement with General Motors and the workers'
2 compensation system and you will just continue to
3 receive the pension benefits and any other vested
4 pension benefits which you're entitled to under your
5 contract, do you understand that?

6 A Yes, I do.

7 Q Now, you're not questioning at all, right? Do you
8 think this is fair and do you want the judge to
9 approve it?

10 A I have no questions and I feel it's fair.

11 MR. O'GRADY: I do also recommend this, Your
12 Honor. As The Court's well aware heart conditions
13 are difficult cases for the plaintiff to prove,
14 particularly when even the chest pain might have
15 started at work there was a period of I think it was
16 six or eight hours between the time of work and the
17 time of admission to the hospital and I just thought
18 we'd have some difficulty in proof.

19 THE COURT: Thank you, Mr. O'Grady.

20 Mr. Dalrymple?

21

EXAMINATION

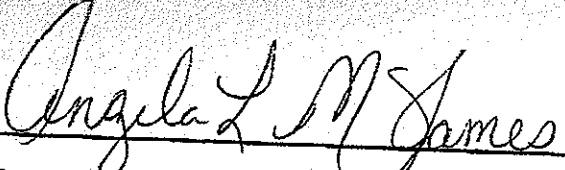
22 BY MR. DALRYMPLE:

23 Q Mr. Jankowski, do you understand that once this
24 agreement is approved and becomes final after the
25 15-days go by --

1 STATE OF MICHIGAN)
2 COUNTY OF MIDLAND) SS

3 I certify that this transcript, consisting of 13
4 pages, is a complete, true, and correct transcript of
5 the proceedings held and testimony taken in this case
6 on ~~December 17, 1992.~~

9
10
11 August 3, 1995


Angela L. McJames, RPR, CSR-4305
Certified Shorthand Reporter
My Commission Expires: 5-13-97

O'GRADY & O'NEIL, P.C.

ATTORNEYS AT LAW

JOHN F. O'GRADY
JAMES E. O'NEIL III

973 MIDLAND ROAD
SAGINAW MICHIGAN 48603
TELEPHONE (517) 790-6611
FAX (517) 790-6532

September 27, 1995

Mr. Floyd Jankowski
1224 Heavenridge
Essexville, Michigan 48732

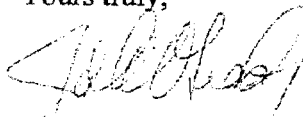
Re: JANKOWSKI v GM

Dear Floyd:

Enclosed please find a copy of the transcript from your redemption hearing. At page five you will note that General Motors' attorney specifically indicated that your workers' compensation settlement would have no affect on your total and permanent disability pension. I have discussed this matter again with GM's attorney and he has assured me that he has contacted the appropriate officials at GM so that your pension is not affected. Please let me know when you receive your next pension check as it is possible that it may take them a few weeks to get this straightened out. I also need to know when you are reimbursed the money they shorted you last month because of their misinterpretation of this agreement.

Please let me know when you receive your next pension check so we can be sure this matter is straightened out as promptly as possible. Thank you for your patience in this matter.

Yours truly,



JOHN F. O'GRADY
Attorney at Law

JFO/aa

Enclosure

1	TABLE OF CONTENTS	
2		
3	FLOYD JANKOWSKI	PAGE
4	Examination by Mr. O'Grady	5
5	Examination by Mr. Dalrymple	10
6		
7		

8 THE COURT: All right. This is the case of
9 Floyd Jankowski versus the Central Foundry Division
10 of the General Motors Corporation, a self-insured.
11 Present in the courtroom is the Plaintiff, the
12 Plaintiff's attorney Mr. John O'Grady, representing
13 the self-insured Defendant in this matter is Mr.
14 Bruce Dalrymple. This is a case that's been on the
15 trial docket, had a scheduled trial in November but
16 apparently the parties have been able to resolve
17 their differences subject to the approval of the
18 bureau and we're here to consider a redemption.

19 I don't find an affidavit yet.

20 MR. O'GRADY: I'm sorry, Judge, I went to
21 take back just the copies and I took back everything.

22 THE COURT: Okay. Thank you.

23 It appears that I do have the necessary
24 papers to consider this redemption in the amount of
25 \$30,000.

1 Mr. Jankowski, would you be kind enough to
2 stand and raise your right hand?

3 FLOYD JANKOWSKI,
4 called on his own behalf, sworn by the Magistrate,
5 testified:

6 THE COURT: All right, sir. If you'll have
7 a seat, please.

8 And, Mr. O'Grady, you may present your case,
9 if you will, please.

10 MR. O'GRADY: Thank you, Your Honor. Your
11 Honor, Floyd Jankowski's a long-term employee of
12 Central Foundry Division of General Motors. During
13 the course of his employment he sustained several
14 injuries, which were work related. First was an
15 injury back in 1977 when a powerhousing unit fell on
16 his right foot making a rather severe break to the
17 foot. He received workers' compensation benefits for
18 a period of time and returned to work for a number of
19 years but the foot kept bothering him and also
20 resulted in some back problems due to irregular gait.

21 Despite this injury Floyd was able to work
22 until approximately 1989 when his job in the, I guess
23 you could call it, a parts department and supply
24 department, Floyd was kind of the supervisor of that
25 department, and General Motors instituted a cost

9 I've discussed with Floyd the fact that
10 since he had returned to work for many years after
11 his foot injury that I thought that it would be
12 difficult to prove not that he was injured but that
13 he was disabled from that injury at this time. With
14 regard to the myocardial infarction Floyd and I have
15 had many discussions about the difficulties of
16 proving work relationship even if there is some chest
17 pain at work when the actual infarction appears to
18 have taken place hours after work and he was taken
19 from home to the hospital. And given the uncertainty
20 of whether we could prove that case or not to the
21 satisfaction of the preponderance of evidence
22 standard. In other words, as I've said, it's our
23 burden to prove that the heart attack was caused by
24 work rather than just caused by any other sources of
25 life, and people have heart attacks regardless of

1 their employment. So given the uncertainty of the
2 proof problems in this case, General Motors has made
3 an offer and I've recommended to Floyd that he accept
4 it.

5 As the papers reflect the offer is \$30,000.
6 Floyd is currently receiving total and permanent
7 disability benefits from General Motors as well as
8 social security disability benefits and we would like
9 Mr. Dalrymple to, if possible, make a statement on
10 the record that this workers' compensation settlement
11 will have no effect on Floyd's total and permanent
12 disability benefits.

13 MR. DALRYMPLE: It will not as long as he
14 filed within two years of obtaining his pension,
15 which I understand to be correct, but I don't have
16 the file with me.

17 MR. O'GRADY: You did, Floyd?

18 THE WITNESS: Yeah.

19

EXAMINATION

20 BY MR. O'GRADY:

21 Q Floyd, do you understand that we're here to settle
22 your case and that if the judge approves this
23 settlement it will be a full and final settlement of
24 all of your rights under the workers' compensation
25 act?

GENERAL REPORTING SERVICE, INC.

09/26/95

10:07

01 517 753 7221

BRAUN KENDRICK

007

6

- 1 A Yes.
- 2 Q You understand those rights are basically as follows:
- 3 You could, if you went to trial and won your case,
- 4 receive weekly payments in the amount that's set by
- 5 statute for as long as you remain disabled. You also
- 6 could receive any work related medical reimbursement
- 7 for care and treatment that arose out of your heart
- 8 condition. And thirdly, if appropriate you could
- 9 receive job retraining or job rehabilitation. And
- 10 that by settling your case you'll receive no further
- 11 benefits in any of those regards.
- 12 A Yes.
- 13 Q You understand that you are giving up your right to
- 14 trial and by accepting this settlement there will be
- 15 no trial in your case?
- 16 A Yes.
- 17 Q You understand that the amount you'll receive here
- 18 today will be the total amount you will receive under
- 19 the workers' compensation act, but as Mr. Dalrymple
- 20 has just said, as long as you filed for total,
- 21 permanent pension within two years of your last day
- 22 of work, this will have no effect upon that. You did
- 23 that, did you not?
- 24 A Yes.
- 25 Q Also, Floyd, you understand that I'm charging you

GENERAL REPORTING SERVICE, INC.

Exhibit 2

01078519

APS0542299938



Pg 38 of 53

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)
☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)

Case No
 09-50026 (REG)
 09-50027 (REG)
 09-50028 (REG)
 09-13558 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) **ALARIE, LOUIS J**

Name and address where notices should be sent

**ALARIE, LOUIS J
 8070 SAWGRASS TRL
 GRAND BLANC MI 48439-1844**

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number _____
 (If known)

Filed on _____

Telephone number

Email Address

Name and address where payment should be sent (if different from above)

**FILED - 19527
 MOTORS LIQUIDATION COMPANY
 F/K/A GENERAL MOTORS CORP
 SDNY # 09-50026 (REG)**

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

Telephone number **810-694-1446**

1 Amount of Claim as of Date Case Filed, June 1, 2009

\$ **446,000.00**

If all or part of your claim is secured, complete item 4 below, however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9) complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges

2 Basis for Claim **LOSS OF PROMISED TERM LIFE INSURANCE**
 (See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor **351527**

3a Debtor may have scheduled account as _____
 (See instruction #3a on reverse side)

**PLANT CODE
 3500**

4 Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other
 Describe _____

Value of Property \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____

Basis for perfection _____

Amount of Secured Claim \$ _____ Amount Unsecured \$ _____

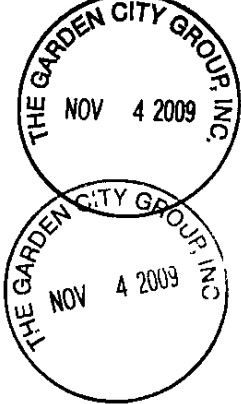
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment

Your Claim is Scheduled As Follows.



If an amount is identified above you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. **EXCEPT AS FOLLOWS:** If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

☒ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()

Amount entitled to priority

\$ **36,000.00**

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date **10/29/09**

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Louis J. Alarie

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5 00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage lien certificate of title financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

October 30, 2009

Item 1 Amount of Claim as of Date Case Filed June 1, 2009
Claim \$46,000.00 - Reduced to \$36,000.00 as a result of the Government
ordered/directed Bankruptcy

Item 2 Basis of Claim - Loss of promised term life insurance - by direction
of the Government ordered Bankruptcy

Back up for request -

When I retired from General Motors in 1990, I was promised a term life insurance policy in the amount of one time my yearly base salary, which would be \$46,000.00. I was even given the option of buying up to 4 times my yearly. I did take part in this option. The premiums are set in a 5 year cycle. Each 5 years the premium went way up, about \$200.00 per month in the 65-70 age range. I dropped the option after 10 years - age 65.

As a condition of the Government ordered/directed Bankruptcy, the amount of the term policy was reduced to \$10,000.00. I wonder what would have happened if I had kept the option going.

I was assuming that the full amount would be paid upon my death. This when invested would provide my wife an income to offset the loss of one half of my pension and my social security. This would help to insure her comfort in her later years.

I made several inquiries about replacing this loss. A term policy of \$36,000.00 at my age 74, the premium would have been very high per month. Also the policy would not take full effect until the 4th year in force. Until that time they would only be responsible for the premiums paid.

The Government through its ordered/directed Bankruptcy has caused me much mental pain and concern.

I have ask the local IRS office if this would be concoded a loss for tax purposes. They said no way.

I am therefore asking that a claim of \$36,000.00 be entered against General Motors Corporation for my loss of life insurance.

Page 2

also you might want to look into all the other retired salary employees
and make this idea a class action amendment

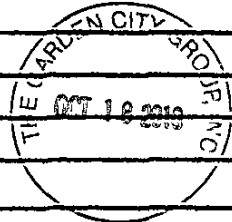
Louis J. Klais

55 --- -- 1527

Plant code 3520 - AC Book Plug division

October 14, 2010
Chapter 11 Case no. 09-5002 (REG)

Harvey R. Miller, Stephen Karothin,
Joseph H. Smolinsky, Weil, Gotshal and
Manges LLP
767 Fifth Avenue
New York, New York 10153



The Circuit City Group Inc.
Motor Liquidation Company Claims Agent
P.O. Box 9386
Dublin, Ohio 43017-4286

Honorable Robert E. Gerber,
United States Bankruptcy Judge
One Bowling Green,
New York, New York 10004

Dear Sirs:

I do not have access to a computer or knowledge of all your rules -
you will need to accept this as my official reply to the 103rd motion.

I wish to thank you and the U.S. Bankruptcy Court of Southern District
of New York for helping destroy some of my wife's security in later times
upon my death.

I am 75 years old. I have been retired for just over 20 years. One of the
provisions of my early retirement was life insurance, equal to 1 times
my base salary of retirement. I used that amount in making my
decision to retire. I know that the Company, thru its Board can change
that policy at any time. However, that Company and that Board did not
make that change. It was a U.S. Government directed change. Some
shallow thinking government employees.

I can only hope that at some time in the future my wife will not have
to apply for food stamps or be forced into Government housing.

My claim and all the other retired salary people, should be reinstated. I have
three (3) ideas.

1. In September of 2007 the company informed us that on September 1,
2017 all life insurance would be reduced to \$75,000.

page 2

Why not take that as a base figure and increase the amount of insurance. (Note: put some of your wig bides on the job of determining the amount necessary to pay a one-time payment for all of us. To the \$25,000 level.

2. Make a charge to the IPO coming up soon for the number shares equal to the \$15,000 difference.

3. If something can not be worked out in 1 or 2 above, then have the Federal judge declare the reduction a long term Capital Loss. Thereby giving us some method of recovering on this stupid decision.

If in the end nothing happens, may all the Federal and other administrations people involved burn in Hell.

Sincerely

James J. Alanis

8070 Burgoyne Trail

Grand Blanc, Michigan 48439

(810) 694-1446

Exhibit 3

APS0688042341

Pg 46 of 53



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)
☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)

Case No
09-50026 (REG)
09-50027 (REG)
09-50028 (REG)
09-13558 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) GEORGE W CONRAD

Name and address where notices should be sent

GEORGE W CONRAD
MARJORIE A CONRAD TEN COM
3419 CROW VALLEY DR
MISSOURI CITY TX 77459-3208

Telephone number

Email Address

281-437-7676
gwcgolf@sbcglobal.net

Name and address where payment should be sent (if different from above)

The SAME

Telephone number

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number N/A
(If known)

Filed on —

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

1 Amount of Claim as of Date Case Filed, June 1, 2009 \$

If all or part of your claim is secured, complete item 4 below. However, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2 Basis for Claim \$38,000.00 Life Insurance when retired On May 1, 1987 - 4000.00 to 14000.00
\$10,000.00 " " on 6-1-2009 (unknown but am told)

3 Last four digits of any number by which creditor identifies debtor 0026

3a Debtor may have scheduled account as TAX ID 2315
(See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other Describe

Value of Property \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$

Basis for perfection

Amount of Secured Claim \$ Amount Unsecured \$ 28,000.00

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

Your Claim is Scheduled As Follows.

FILED - 31467

MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP

SDNY # 09-50026 (REG)



If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

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☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

☒ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()

Amount entitled to priority

\$ 28,000.00

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date 11/1/2009

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

George W. Conrad
RETIREE GM
INDIVIDUAL

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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Court, Name of Debtor, and Case Number

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1. Amount of Claim as of Date Case Filed

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Claim

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Unsecured Claim

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Evidence of perfection may include a mortgage lien certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

11-17-09

Motors Liquidation Cp,

Enclosed please

find 2 claims +
self addressed
envelop

Thank you,

E-Mail

gwcgolf@sbcglobal.net

Tel 281-437-7676



George Conrad
3419 Crow Valley Dr
Missouri City TX 77459

Amegy Bank
of Texas

Pg 49 of 53

Page 1 of 4

This Statement January 20, 2009

Last Statement December 19, 2008

P.O. BOX 27459 • HOUSTON, TX 77227-7459

Account 0005956706

0002768 01 AV 0 324 P02770 02-0000-AMG-PC0023-00016
**AUTO T3 0 3021 77459-320819GEORGE W CONRAD
OR MARJORIE A CONRAD
3419 CROW VALLEY DR
MISSOURI CITY TX 77459-3208**DIRECT INQUIRIES TO:**Direct all inquiries to Customer Service
In Houston 713-235-8810
In Dallas/Fort Worth 214-754-9500
In San Antonio 210-343-4500
Or Toll-Free 800-287-0301
Press 0 for a Customer Service RepresentativeAmegy Bank - The "A" Bank
Amegy Bank National Association

1-26-09

Are you getting the tax relief you deserve? TurboTax® for the Web(SM) is updated with the latest tax law changes to help you get every deduction and tax savings you deserve. Visit www.amegybank.com to find out more about filing your taxes online.**SUMMARY OF ACCOUNT BALANCE**

Account Type	Account Number	Account Ending Balance	Outstanding Balances Owed
Interest Checking	0005956706	\$31,306 04	

INTEREST CHECKING 0005956706

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
24,912 94	13,751 56	1,263 78	6,094 68	31,306 04

6 DEPOSITS/CREDITS

Date	Amount	Description
12/31	3,317 14	DEPOSIT Serial Number = 0000009001 8228404520
01/02	1,824 43	FIDELITY INVESTM PENSIO *****76 REF # 021001037421589 1104612975
01/02	1,231 00	US TREASURY 303 SOC SEC *****76A SSREF # 031036038224946 1104614990
01/02	527 00	US TREASURY 303 SOC SEC *****76B SSREF # 031036038224947 1104614991
01/13	6,850 86	DEPOSIT Serial Number = 0000009001 8118619520
01/20	1 13	INTEREST PAYMENT 0002576122

8 CHARGES/DEBITS

Date	Amount	Description
12/29	160 82	CPENERGY ENTEX CPE ACH 5757 REF # 021000028715779 1104439895
01/05	104 40	THE HARTFORD NTPLICPOL *****8 REF # 011900255683237 1103931611
01/05	92 40	THE HARTFORD TCMAARPAC *****7 REF # 011900255165200 1103929105
01/06	47 12	AT&T SERVICES CHECKPAYM 5763 REF # 071000151037486 1107324291
01/07	245 28	PALHIC PREM DEBIT *****E5183 REF # 021000023837774 1104224202
01/07	189 99	PALHIC PREM DEBIT *****E5184 REF # 021000023837775 1104224203
01/09	356 77	CREDIT CARD PYMT CHECK 5765 REF # 122402154863612 1104639097
01/16	67 02	DIRECTV CHECK PYMT 5770 REF # 021000023322819 1104332885

89 326.11
747 44.94
86871505
733.51
8608754

MED. INSURANCE = PAID = PROVIDENT AMERICAN HEALTH
COPIES OF PREMIUMS = INS. CO (LIFE + HEALTH)
PAID JAN - THRU MAY 2009. *blue*



MEMBER FDIC

0002768-0000003-0008013

Amegy Bank
of Texas

PO BOX 27459 • HOUSTON, TX 77227-7459

Pg 50 of 53

6-19-09

Statement of Accounts

Page 1 of 5

This Statement June 19, 2009

Last Statement May 20, 2009

Account 0005956706

P03060 05-1000-AMG PG0023-00011

0003057 01 AV 0 335 **AUTO T7 0 3171 77459-320819

GEORGE W CONRAD
OR MARJORIE A CONRAD
3419 CROW VALLEY DR
MISSOURI CITY TX 77459-3208**DIRECT INQUIRIES TO:**Direct all inquiries to Customer Service
In Houston 713-235-8810
In Dallas/Fort Worth 214-754-9500
In San Antonio 210-343-4500
Or Toll-Free 800-287-0301
Press 0 for a Customer Service RepresentativeAmegy Bank - The "A" Bank
Amegy Bank National Association**SUMMARY OF ACCOUNT BALANCE**

Account Type	Account Number	Account Ending Balance	Outstanding Balances Owed
Interest Checking	0005956706	\$46,251 43	

INTEREST CHECKING 0005956706

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
26,454 33	24,942 03	2,075 85	3,069 08	46,251 43

8 DEPOSITS/CREDITS

Date	Amount	Description
06/01	1,884 94	FIDELITY INVESTM PENSIO *****76 REF # 021001032324318 1104607609
06/03	6,905 00	DEPOSIT Serial Number = 0000009001 8556703030
06/03	1,193 30	US TREASURY 303 SOC SEC *****76A SSREF # 031036038176249 1104301738
06/03	489 30	US TREASURY 303 SOC SEC *****76B SSREF # 031036038176250 1104301739
06/10	355 01	FNB CDINTEREST *****250091REF # 114921411803586 1104330825
06/10	355 01	FNB CDINTEREST *****250091REF # 114921411803587 1104330826
06/15	13,758 20	DEPOSIT Serial Number = 0000009001 8335461805
06/19	1 27	INTEREST PAYMENT 0003087791

10 CHARGES/DEBITS

Date	Amount	Description
05/29	49 25	AT&T SERVICES CHECKPAYM 5851 REF # 071000156409659 1104650688
06/02	1,138 28	USAA LIFE INS CHECK PYM 5854 REF # 314074269060968 1105154769
06/02	38 13	CPENERGY ENTEX CPE ACH 5848 REF # 021000022275378 1105133102
06/04	110 65	CREDIT CARD PYMT CHECK 5853 REF # 122402152249854 1104528156
06/04	100 48	THE HARTFORD TCMAARPAC *****7 REF # 011900255671265 1104521859
06/04	96 15	THE HARTFORD NTPLICPCOL *****8 REF # 011900255686074 1104521865
06/04	37 44	THE HARTFORD NTPLICPCOL *****9 REF # 011900255684224 1104521864
06/09	245 26	PALHIC PREM DEBIT *****5183 REF # 021000021211035 1104320120
06/09	189 99	PALHIC PREM DEBIT *****5184 REF # 021000021211036 1104320121
06/15	70 22	DIRECTV CHECK PYMT 5857 REF # 021000021984238 1105062972

9 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5842	06/08	40 00	5849*	05/28	200 36	5855*	06/04	31 05
5846*	05/21	150 00	5850	06/01	321 56	5856	06/08	65 00
5847	05/21	750 00	5852*	06/04	1,111 11	5861*	06/19	400 00

* Not in check sequence



MEMBER FDIC

0003057-0000003-0007262

TO THE Honorable Robert E. Gerber
United States Bankruptcy Judge
(REG)

18 October 2010
Case #09-50026
REG

Sir:

Permit me to pose a question please. Does this letter suspend my claim altogether or has --new GM accepted it as indicated on Pg. 5 -Attached.

I have heard nothing from anyone regarding my claim except that it is now to be expunged by your court.

Your Honor, I desire to be respectful to you, but we all need some help from someone ,somewhere. Please have someone call me and thank-you.

cc:Weil, Gotshal & Manges
Harvey Miller

Very truly yours,

George Conrad
GM Retiree 1987 .

accrued Welfare Benefits required to be provided pursuant to the terms of the applicable Benefit Plan as in effect at the time of the alleged failure (the "Accrued Benefits Claims"), or a combination thereof. In many cases, the amounts stated with respect to the Benefit Modification Claims are based on a permanent reduction or elimination of certain Welfare Benefits following the time that the applicable Benefits Plan had been assumed by New GM.

**Accrued Benefits Claims
Have Been Assumed By New GM**

8. On July 10, 2009 (the "Closing Date"), New GM completed its purchase of substantially all of the Debtors' assets in accordance with the Master Purchase Agreement. Pursuant to Section 6.17(e) of the Master Purchase Agreement (*Assumption of Certain Parent Employee Benefit Plans and Policies*), New GM assumed certain employee benefit plans specified in a disclosure schedule, i.e., the "Assumed Plans," and the Benefit Plans were included on that schedule. The Master Purchase Agreement provides, at Section 6.17(e):

As of the Closing Date, Purchaser or one of its Affiliates shall assume (i) the Parent Employee Benefit Plans and Policies set forth on Section 6.17(e) of the Sellers' Disclosure Schedule as modified thereon, and all assets, trusts, insurance policies and other Contracts relating thereto, except for any that do not comply in all respects with TARP or as otherwise provided in Section 6.17(h) and (ii) all employee benefit plans, programs, policies, agreements or arrangements (whether written or oral) in which Employees who are covered by the UAW Collective Bargaining Agreement participate and all assets, trusts, insurance and other Contracts relating thereto (the "Assumed Plans"), for the benefit of the Transferred Employees and Sellers and Purchaser shall cooperate with each other to take all actions and execute and deliver all documents and furnish all notices necessary to establish Purchaser or one of its Affiliates as the sponsor of such Assumed Plans including all assets, trusts, insurance policies and other Contracts relating thereto. Other than with respect to any Employee who was or is covered by the UAW Collective Bargaining Agreement, Purchaser shall have no Liability with respect to any modifications or changes to Benefit Plans contemplated by Section 6.17(e) of the Sellers' Disclosure Schedule, or changes made by Parent prior to the Closing Date, and Purchaser shall not assume any Liability with respect to any such decisions or actions related thereto, and Purchaser shall only assume the Liabilities for benefits provided pursuant to the written terms and conditions of the Assumed Plan as of the Closing Date. Notwithstanding the foregoing, the assumption of the Assumed Plans is subject to Purchaser taking all

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
FRANK J. CELSNAK 455 W OAKHAMPTON DR EAGLE, ID 83616	21175	Motors Liquidation Company	\$0.00 (S) \$0.00 (A) \$55,645.00 (P) \$0.00 (U) \$55,645.00 (T)	No Liability; Claims seek recovery of amounts for which the Debtors are not liable	Pgs. 1-5
GEORGE LEEDOM 97 WESTGATE DR MANSFIELD, OH 44906	49601	Motors Liquidation Company	\$0.00 (S) \$0.00 (A) \$67,317.00 (P) \$0.00 (U) \$67,317.00 (T)	No Liability; Claims seek recovery of amounts for which the Debtors are not liable	Pgs. 1-5
GEORGE LEEDOM 97 WESTGAGE DR MANSFIELD, OH 44906	49602	Motors Liquidation Company	\$0.00 (S) \$0.00 (A) \$93,181.00 (P) \$0.00 (U) \$93,181.00 (T)	No Liability; Claims seek recovery of amounts for which the Debtors are not liable	Pgs. 1-5
GEORGE W CONRAD MARJORIE A CONRAD TEN COM 3419 CROW VALLEY DR MISSOURI CITY, TX 77459	31467	Motors Liquidation Company	\$0.00 (S) \$0.00 (A) \$28,000.00 (P) \$28,000.00 (U) \$56,000.00 (T)	No Liability; Claims seek recovery of amounts for which the Debtors are not liable	Pgs. 1-5
HARRY W MUNDY 65 DISCOVERY RD MARTINSBURG, WV 25403	21663	Motors Liquidation Company	\$0.00 (S) \$0.00 (A) \$91,780.00 (P) \$0.00 (U) \$91,780.00 (T)	No Liability; Claims seek recovery of amounts for which the Debtors are not liable	Pgs. 1-5
HEUSER, RALPH E 292 MILLBROOK RD HEBER CITY, UT 84032	3200	Motors Liquidation Company	\$0.00 (S) \$0.00 (A) \$54,278.00 (P) \$0.00 (U) \$54,278.00 (T)	No Liability; Claims seek recovery of amounts for which the Debtors are not liable	Pgs. 1-5

(1) In the "Claim Amount and Priority" column; (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".

(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.